

# Memo



*PRIVILEGED AND CONFIDENTIAL*

Date June 29, 2015

From William Herrmann *WH*

To Brandon Bostian

Department Law

Subject Request for Indemnification

Cc Eleanor D. Acheson

This is a follow up to your attorney, Robert Goggin's e-mail dated June 22, 2015 requesting that Amtrak provide you a defense in all claims and civil lawsuits filed against you related to the Frankford Junction Derailment of May 12, 2015.

Under Article IX, Section 9.01 of Amtrak's Bylaws, you are entitled to a presumption of a defense unless and until there is a finding that you did not act within the scope of your duties to the Corporation, in good faith, and in a manner you reasonably believed to be in (or not opposed to) the best interests of the Corporation. In your case, Section 9.01 requires that Amtrak's General Counsel make the finding referenced above because you are an employee of Amtrak. I have conferred with the Vice President, General Counsel and Corporate Secretary, Eleanor Acheson, and it has been determined that, subject to the terms outlined below, Amtrak will defend you in connection with civil lawsuits filed against you for personal injuries arising from the May 12, 2015 incident, in accordance with Article IX of Amtrak's Bylaws. In return, you agree to the following:

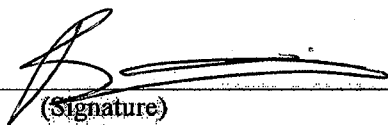
1. You will neither discuss this matter with nor distribute any documents or information relating to this matter to anyone except as necessary to ensure adequate representation for you in this matter;
2. Amtrak's decision to defend you is based on a presumption that you acted within the scope of your duties to the Corporation, in good faith, and in a manner you reasonably believed to be in (or not opposed to) the best interests of the Corporation. If at any time Amtrak determines that you failed to act in this manner, as set forth in Article IX of Amtrak's Bylaws, counsel assigned to defend you will, as appropriate, withdraw their appearance on your behalf, or will petition the court to withdraw their appearance; it will be your obligation to locate and retain counsel to defend you; and you will be required to repay any attorneys' fees advanced or reimbursed by Amtrak;
3. If we determine that Amtrak will no longer represent you in this action for the reasons set forth in paragraph number 2 above, the counsel previously designated by Amtrak to represent you will continue to represent Amtrak, unless continued representation of Amtrak would violate the Pennsylvania Rules of Professional Conduct.
4. By agreeing to defend you in civil lawsuits filed against you in this matter, Amtrak is not in any way obligated to defend you in any other case arising out of any other incident, past, present, or future.

If the terms of this agreement are acceptable to you, please sign this memorandum and return it to me immediately.

This agreement does affect your legal rights and you should consult an attorney if you do not fully and completely understand all of the terms and conditions of this agreement. By signing this agreement, you acknowledge that you have had the opportunity to confer with or seek the advice of legal counsel.

If I can be of further assistance to you on this issue, please do not hesitate to telephone me at (202) 906-3971.

I acknowledge that I have received and reviewed copies of Section 9.01 of Amtrak's Bylaws and Amtrak's Policy on Indemnification and agree to the terms set forth in this letter.



(Signature)

Brandon Bostian

13 July '15

Date